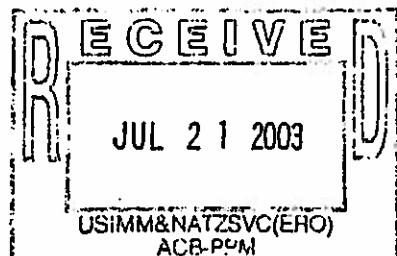


United States Department of Homeland Security
Bureau of Immigration and Customs Enforcement

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-3-H-0007	Effective Date July 16, 2003	3. Requisition Number (If applicable)
4. Issuing Office Address: Department of Homeland Security 70 Kimball Avenue South Burlington, VT 05403-6813		5. City/County/State Government: (Service Provider) Suffolk County Sheriff's Department #20 Bradston Street Boston, MA 02118
Contact Person: Ned R Ross Phone: (802) 872-4102 Fax: (802) 951-6455		Contact Person: Pat Bradley Phone: (617) 635-1000 x 6503 Fax: (617) 989-6581
6. Services Covered by this Agreement: Housing, security, subsistence, clothing and medical care of persons detained by the U.S. Department of Homeland Security in accordance with the terms and conditions set forth in this agreement. - 11 pages .		7. *Detainee Day Rate: <u>\$ 90.00</u> 8. Transportation Guard Rate <u>\$ 25.00 Straight Time</u> <u>\$ 37.50 Overtime</u> Mileage <u>.36 Cents/mile</u> Administrative Space: 6000 square feet @ \$30/square foot annually, paid in installments of \$7,500 for July 2003 and \$15,000 monthly thereafter.
* These are fixed rates until adjusted via formal modification		
9. Type of Detainee:	<input checked="" type="checkbox"/> Adult Male	Adult Female
10. City/County or State Government Certification:		
<i>To the best of my (our) knowledge and belief, data submitted in support of this agreement is true and correct; this agreement has been duly authorized by the governing body of the city/county or state government identified in block 5 above. The city/county or state government identified shall comply with all provisions set forth herein.</i>		
<i>Elizabeth Keeley</i> (Signature)	<u>7/16/03</u> (Date)	<i>Elizabeth Keeley, Chief of Staff</i> (Name & Title typed or printed)
_____	_____	_____
_____	_____	_____
_____	_____	_____
(For additional signatures, please attach another page.)		
11. This agreement is hereby approved and accepted for THE UNITED STATES OF AMERICA		
<i>Roger E. Fregneau</i> (Contracting Officer Signature)	<u>7/16/03</u> (Date)	<i>ROGER E. FREGEAU</i> (Name typed or printed)
<u>802-872-4102</u>		



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Article I. Purpose

A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between the Bureau of Immigration and Customs Enforcement (BICE), a component of the Department of Homeland Security, and a state or local government agency (*Service Provider*) for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. The term "Parties" is used in this Agreement to refer jointly to BICE and the Service Provider. All persons in the custody of the BICE will be referred to as an "Administrative Detainee". This term recognizes that BICE detainees are not charged with criminal violations and only held in custody to assure their presence throughout the administrative hearing process, and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.

B. Responsibilities. This Agreement sets forth the responsibilities of BICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from BICE at the prescribed rate.

C. Guidance. The Parties have negotiated firm fixed rates for this agreement. The rates may be changed by mutual agreement of the parties in accordance with Article XI.

Article II. General

A. Funding. The obligation of BICE to make payments to the Service Provider is contingent upon the availability of Federal funds. The BICE will, however, neither present detainees to the Service Provider nor direct performance of any other services until the BICE has the appropriate funding.

B. Subcontractors. The Service Provider shall notify and obtain approval from the BICE if it intends to house BICE detainees in a facility other than that specified on the cover page of this document. If either that facility, or any future one, is operated by an entity other than the Service Provider, BICE shall treat that entity as a subcontractor to the Service Provider. The Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide BICE with copies of all subcontracts in existence during any part of the term of this Agreement. The BICE will not either accept invoices from, or make payments to, a subcontractor.

C. Consistent with law. Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

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Article III. Covered Services

A. Bed space. The Suffolk County Sheriff's Department (Service Provider) shall provide male/female beds on a space available basis. The Service Provider shall house all detainees as determined within the classification system. The BICE will be financially liable only for the actual detainee days as defined in Paragraph C. of this Article. As of the date of signing, the parties agree that the Service Provider cannot currently house females.

B. Basic needs. The Service Provider shall provide adult BICE detainees (gender as specified in Paragraph A. of this Article) with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. If the Service Provider determines that BICE has delivered a person for custody who is under the age of 18, the Service Provider shall not house that person with adult detainees, and shall notify the BICE immediately. The types and levels of services shall be those the Service Provider routinely affords to other inmates.

C. Unit of service and financial liability. The unit of service will be a "detainee day" (one person per day). The detainee day begins on the date of arrival. The Service Provider may bill BICE for the date of arrival but not the date of departure. For example: If a detainee is brought in at 1900 Sunday and is released at 0700 on Monday, the Service Provider may bill for 1 detainee day. If a detainee is brought in at 0100, Sunday and is released at 2359 Monday, the Service Provider may bill for only 1 detainee day. The BICE shall be responsible to pay for only those beds actually occupied.

D. Interpretive services. The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. The BICE will reimburse the Service Provider for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally (in English or the detainee's native language as appropriate) to detainees who cannot read. The Service Provider shall include the amount that the Service Provider paid for such services on their regular monthly invoice. The Service Provider shall not use detainees for translation services, except in emergency situations. If the Service Provider uses a detainee for translation service, it shall notify BICE within 24 hours.

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E. Escort and Transportation services. The Service Provider will provide, upon request and as scheduled by BICE, necessary escort and transportation services for BICE detainees to and from designated locations. Escort services will be required for escorting detainees to court hearings, escorting witnesses to the courtroom and staged with the BICE judge during proceedings. Transportation services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider and under its policies, procedures and authorities. The BICE shall reimburse the Service Provider for any hourly expenses for guarding purposes if the Service Provider is required to provide such service. All costs for escort and transportation services shall be listed separately. When utilizing BICE vehicles the Service Provider will be reimbursed for actual hours provided only.

Article IV. Receiving and Discharging Detainees

A. Required activity. The Service Provider shall receive and discharge detainees only from and to either properly identified BICE personnel or other properly identified Federal law enforcement officials with prior authorization from BICE. Presentation of U.S. Government identification shall constitute proper identification. The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The BICE shall furnish the Service Provider with reasonable notice of receiving or discharging detainee(s). The Service Provider shall ensure positive identification and recording of detainees and BICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty BICE officers.

B. Restricted release of detainees. The Service Provider shall not release BICE detainees from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergent situations, or in response to a federal writ of *habeas corpus*. If a BICE detainee is sought for federal, state or local court proceedings, only BICE may authorize release of the detainee for such purposes. The Service Provider shall contact BICE immediately regarding any such requests.

C. Service Provider right of refusal. The Service Provider retains final and absolute right either to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health provider. In the case of a detainee already in custody, the Service Provider shall notify the BICE and request such removals, and shall allow the BICE reasonable time to make alternative arrangements for the detainee.

D. Emergency evacuation. In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate BICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify BICE within two hours of such evacuation.

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Article V. BICE Detention Standards

The Service Provider shall ensure compliance with the BICE detention standards (find under www.immigration.gov/graphics/lawsregs/guidance.htm, and Department of Justice core detention standards to be provided by BICE. The Service Provider may adopt, adapt or establish alternative procedures, provided they meet or exceed the standard. As additional BICE/DOJ detention standards are issued, and/or changed, they will be incorporated by issuance of a bi-lateral modification. Compliance will be made within ninety (90) days from the effective date of this agreement.

Article VI. Medical Services

A. Auspices of Health Authority. The Service Provider shall provide BICE detainees with onsite health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on-site.

B. Level of Professionalism. The Service Provider shall ensure that all health care service providers utilized for BICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by United States Public Health Service (USPHS) Division of Immigration Health Service (DIHS). Healthcare or health trained personnel may perform screenings.

C. Access to health care. The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all BICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

D. On-site health care. The Service Provider shall furnish on-site health care under this Agreement. The Service Provider shall not charge any BICE detainee an additional fee or co-payment for medical services or treatment provided at the Service Provider's facility. The Service Provider shall ensure that BICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within 24 hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

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E. Arrival screening. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

F. Unacceptable medical conditions. If the Service Provider determines that an BICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify BICE. Upon such notification the Service Provider shall allow BICE reasonable time to make the proper arrangements for further disposition of that detainee.

~~DEPARTMENT OF IMMIGRATION AND CUSTOMS ENFORCEMENT~~
G. DIHS Pre-approval for non-emergency off-site care. The DIHS acts as the agent and final health authority for BICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for BICE detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. (See Attachment D.) For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of BICE and the detainee. ~~The BICE may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS.~~ The Service Provider shall send all requests for pre-approval for non-emergency off-site care to:

Immigration Health Services
Managed Care Program
Fax: 202-318-0080
Managed Care Coordinators: 1-888-718-8947

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

Immigration Health Services
PMB 468
1220 L STREET N.W.
Washington, DC 20005-4018
Medical Claims Status Inquiry: 1-888-238-8163

More information is available at the PHS DIHS web site at:
<http://inshealth.hrsa.gov/provider/provider.html>

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H. ~~Emergency~~ medical care. The Service Provider shall furnish 24 hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than seventy-two hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

I. Off-site custody officers. The Service Provider shall provide off-site custody officers at all times detainees are admitted to an outside medical facility. The Service Provider shall submit a separate invoice for custody officer services with its regular monthly billing.

J. DIHS visits. The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

Article VII. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, persons detained for BICE shall not be required to perform manual labor.

Article VIII. Period of Performance

This Agreement shall remain in effect indefinitely, or until terminated by either Party upon 60 days written notice, unless an emergency situation requires the immediate relocation of detainees, or the Parties agree to a shorter period under the procedures prescribed in Article X.

Article IX. Inspection

A. Jail Agreement Inspection Report. The Service Provider shall allow BICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the BICE. No notice to the Service Provider is required prior to an inspection. The BICE will conduct such inspections in accordance with the Jail Agreement Inspection Report a copy of which is included as Attachment E to this Agreement. The Jail Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The BICE will share findings of the inspection with the Service Provider's facility administrator to promote improvements to facility operation, conditions of confinement, and level of service.

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B. Possible termination. If the Service Provider fails to remedy deficient service BICE identifies through inspection, BICE may terminate this Agreement without regard to the provisions of Articles VIII and X.

C. Share findings. The Service Provider shall provide BICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

D. Access to Detainee Records. The Service Provider shall, upon request, grant BICE access to any record in its possession (regardless of whether the Service Provider created the record) concerning any alien whom it has detained pursuant to this Agreement. This right of access shall include, but not be limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the alien's behavior while in Service custody. Furthermore, the Service Provider shall retain all records where this right of access applies. The retention period will be at least two years from the date of the detainee's discharge from the Service Provider's custody.

Article X. Modifications and Disputes

A. Modifications. Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other. A modification will become part of this Agreement only after the BICE Contracting Officer and the authorized signatory of the Service Provider have approved it in writing.

B. Disputes. The BICE Contracting Officer and the authorized signatory of the Service Provider are the parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the BICE Contracting Officer and authorized signatory of the Service Provider.

Article XI. Adjusting the Detainee Day Rate

The BICE shall reimburse the Service Provider at the detainee day rate shown on the cover page of this document. The Parties may adjust that rate 12 months after the date of signing, and every 12 months thereafter. The Parties shall base the rate and adjustments on the principles set forth in OMB Circular A-87. Such adjustments shall be effective on the first day of the month following execution of the modification.

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Article XII. Enrollment, Invoicing, and Payment

A. Enrollment in electronic funds transfer. The Service Provider shall provide the BICE office with the information needed to make payment by electronic funds transfer (EFT). Since January 1, 1999, BICE has made all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form, (Attachment F). The Service Provider shall submit a completed SF 3881 to the BICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the BICE payment office.

B. Invoicing. The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each BICE detainee, his or her A-number, and his or her specific dates of detention; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate ; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten working days of the month following the calendar month when it provided the services, to:

U.S. Department of Homeland Security
Suffolk County House of Correction
#20 Bradston Street
ATTN: Deportation Unit
Boston, MA 02118
Phone: (617) 635-1000 X6503
Cell: (617) 594-8033

C. Payment. The BICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The *Prompt Payment Act* applies to this Agreement. The Act requires BICE to make payments under this Agreement the 30th calendar day after the Deportation office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Act requires BICE to pay interest on overdue payments to the Service Provider. The BICE will determine any interest due in accordance with the Act.

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Article XIII. Government Furnished Property

A. Federal Property Furnished to the Service Provider. The BICE may furnish federal property and equipment to the Service Provider. Accountable property remains titled to BICE and shall be returned to the custody of BICE upon termination of the agreement. The suspension of use of bed space made available to BICE is agreed to be grounds for the recall and return of any or all government furnished property.

B. Service Provider Responsibility. The Service Provider shall not remove BICE property from the facility without the prior written approval of BICE. The Service Provider shall report any loss or destruction of such property immediately to BICE.

Article XIV. Hold Harmless and Indemnification Provisions

A. Service Provider held harmless. The BICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of BICE officers or employees, to the extent that BICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*

B. Federal Government held harmless. The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.

C. Defense of suit. In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, BICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have BICE substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, BICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

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D. BICE recovery right. The Service Provider shall do nothing to prejudice BICE' right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at the BICE' expense, furnish to BICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of BICE in obtaining recovery.

Article XV. Financial Records

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for at least three years for purposes of federal examinations and audit. The 3-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

B. Access to records. The BICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-recipients. Which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

C. Delinquent debt collection. The BICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. The BICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service provider pursuant to the Debt Collection Improvement Act of 1982, as amended...

Article XVI. Provision of Space to BICE and EOIR

A. Service Provider responsibilities. The Service Provider shall provide suitable support, office and administrative space, for use by BICE. As necessary, the Service Provider will provide sufficient safe and secure storage space for all BICE detainee baggage. In addition, the Service Provider agrees, if required, to furnish acceptable office and administrative space to the Executive Office of Immigration Review (EOIR).

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The Service Provider shall equip the office and administrative space furnished to BICE and EOIR with a telephone system compatible with the federal telephone network. The Service Provider shall furnish the security and janitorial services for this space.

B. Federal Government responsibilities. The BICE will incur the costs of installing computer cabling, telephone lines and any additional telephone trunk lines and telephone switch equipment which may be required. The BICE will be responsible for payment of BICE long-distance telephone bills for BICE staff.

Article XVII. Mutual Benefit It is agreed and understood by BICE and the Suffolk County Sheriff's Department that this agreement is intended to be mutually beneficial to both parties. It is further recognized that the facility to be used to house BICE detainees is a stand alone facility and will require additional staffing and other expenses. It is further agreed and understood that housing of BICE detainees will be implemented in phases, as agreed upon by the parties. In recognition that Suffolk County Sheriff's Department will incur costs to properly maintain the facility and staff for BICE detainees, BICE agrees to use its best efforts to house sufficient detainees in the facility to assure that Suffolk County Sheriff's Department can enjoy operational efficiency and economic benefits as a result of this agreement.

End of document